

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
Caption in compliance with D.N.J. LBR 9004-1(b)	
BODNER LAW PLLC Jonathan S. Bodner, Esq. 55 Cherry Lane, Suite 101 Carle Place, New York 11514 Tel: (516) 444-3923 <i>Attorneys for International Warehouse Group Inc. and International Distribution Group LLC</i>	
In Re:	Chapter 11
BED BATH & BEYOND INC., et al.,	Case No: 23-13359 (VFP)
Debtors.	(jointly administered)

**LIMITED OBJECTION AND RESERVATION OF RIGHTS BY INTERNATIONAL
WAREHOUSE GROUP INC. AND INTERNATIONAL DISTRIBUTION GROUP LLC
TO THE PROPOSED CURE AMOUNTS SET FORTH IN THE DEBTORS' NOTICE TO
CONTRACT PARTIES TO POTENTIALLY ASSUME
EXECUTORY CONTRACTS AND UNEXPIRED LEASES [DOCKET NO. 714]**

International Warehouse Group Inc. ("IWG") and International Distribution Group LLC ("IDG"), by their attorney, submit this limited objection to the above-captioned debtors (the "Debtors") proposed cure amounts set forth in the Debtors' Notice to Contract Counterparties To Potentially Assume Executory Contracts and Unexpired Leases (the "Notice") [Docket No. 717].

1. IWG provides warehousing, distribution and transportation services to the Debtors pursuant to an agreement, as amended, dated July 2020 (the "IWG Agreement").
2. IDG provides warehousing, distribution and transportation services to the Debtors pursuant to an agreement, as amended, dated July 2021 (the "IDG Agreement").
3. The Notice lists the cure amount for the IWG Agreement as \$25,566.26.
4. The Notice lists the cure amount for the IDG Agreement as \$0.00.
5. In order for the Debtors to assume and assign the IWG Agreement, the Debtors must cure any defaults under the IWG Agreement.

6. In order for the Debtors to assume and assign the IDG Agreement, the Debtors must cure any defaults under the IDG Agreement.

7. As of this filing, and to the best of IWG's knowledge, amounts in excess of the proposed cure amount set forth in the Notice are due and owing to IWG, and will continue to accrue under the IWG Agreement through the date of assumption and assignment.

8. As of this filing, and to the best of IDG's knowledge, amounts in excess of the proposed cure amount set forth in the Notice are due and owing to IDG, and will continue to accrue under the IDG Agreement through the date of assumption and assignment.

9. IWG and IDG submit that all amounts that are or may become due prior to the date of assumption and assignment of the respective agreements should be included in the cure payments.

10. IWG and IDG reserve their rights to supplement, modify, or amend this limited objection until such time as a final order is entered approving the assumption and assignment of, and cure amounts with respect to, their respective agreements.

11. IWG and IDG also reserves all rights afforded to counterparties to executory contracts under all applicable provisions of the Bankruptcy Code, 11 U.S.C. §§101 *et seq.*

Dated: June 26, 2023

Respectfully submitted,

BODNER LAW PLLC

By: /s/ Jonathan S. Bodner
Jonathan S. Bodner, Esq.
55 Cherry Lane, Suite 101
Carle Place, New York 11753
Tel: 516-444-3923
Email: jbodner@bodnerlawpllc.com
*Counsel for International Warehouse
Group, Inc. and International Distribution
Group, LLC*